

SECRET

and the following clause.

"PERSONAL PROPERTY TAX

The final price under this contract reflects \$24,414.65 paid on account of personal property taxes against property to which the Government acquired title by virtue of the clause of this contract entitled "Progress Payments". Such amount is based on assessments made against such property to the extent of the difference on the assessment date between the book value thereof and the amount of progress payments received. The Contractor agrees to have such taxes paid in such a manner as to avoid (1) any implication that payment is being made voluntarily by a suitable statement accompanying said payment and (2) to preserve all rights of refund as directed by the Government. If the Contractor is successful in obtaining a refund of any such taxes paid or obtains any substantial favorable change in the basis upon which such assessments are made, or if any taxing authority changes the basis upon which it makes such assessments so that the result would be a substantial increase or a substantial decrease in the amount of such taxes paid or estimated to be paid, it is agreed that the final price shall be equitably adjusted. Such price shall similarly be equitably adjusted to reflect any substantial subcontract price increases or decreases required by the terms of such subcontracts resulting from refunds or changes in the basis upon which assessments are made against property to which the Government acquired title by virtue of the article in subcontracts corresponding to the "Progress Payments" clause in this contract. The equitable adjustments provided for in this clause shall be accomplished following written request by either of the parties of this contract and shall be negotiated on the basis of data showing the amount of increase or decrease in such personal property taxes. Failure to agree upon the amount of any such adjustment shall be deemed a dispute regarding a question of fact within the meaning of the clause of this contract entitled "Disputes". Any such adjustment in such price shall be appropriately reflected by amendment of this contract."

6. All other terms and conditions, as amended, remain unchanged.

7. Please indicate your receipt of this Amendment No. 9 to Contract No. BC-200 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy thereof to the undersigned and retain the remaining copy for your files.

ACKNOWLEDGED AND ACCEPTED
HYCON MFG. COMPANY

BY

Contracting Officer

TITLE Vice President & General Manager

DATE 3 August 1959

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